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livered a sum of money to defendant, directing him to care for testator till death, then pay his debts, compensate himself for his services, and turn over the remainder to testator's sister. *Held* to be a valid gift *causa mortis* and not assets recoverable by plaintiff, testator's administrator.

The plaintiff contended that this was an attempted testamentary disposition and that defendant was a mere agent. But the court held defendant to be a trustee for testator's sister. As to the right to couple a gift *causa mortis* with a trust without defeating the gift see *Ellis v. Secor*, 31 Mich. 185; *Curtiss v. Sav. Bank*, 77 Me. 15; *Clough v. Clough*, 177 Mass. 85; *Laucks v. Johnson*, 70 Hun. 565; *Hills v. Hills*, 8 M. & W. 401; *Schoul., Pers. Prop.* (2nd ed.) Sec. 195; *Schoul., Wills*, Sec. 271.

ILLEGITIMATE CHILD—TRANSFER OF CUSTODY BY MOTHER—VALIDITY.—*CUSSET v. EUVRARD*, 52 ATL. 1110 (N. J.).—The putative father of illegitimate children took charge of them on an agreement by which the mother transferred to him all rights to their custody. *Held*, that the transfer was valid as against the mother, and being for the interest of the children, would not be set aside.

Contracts for the surrender of the care and custody of children by parents are contrary to public policy. *Copeland v. State*, 60 Ind. 394; *People v. Mercein*, 3 Hill (N. Y.) 399. A lawful father cannot by agreement with the mother divest himself of the custody of his child. *Johnson v. Terry*, 34 Conn. 259; *People v. Mercein*, *supra*. Nor can he deprive her of her rights by agreement. *Moore v. Christian*, 56 Miss. 408; *State v. Reuff*, 29 W. Va. 751. But where such contracts have been made, courts may, for the benefit of the child, refuse to set them aside. *Chapsky v. Wood*, 26 Kan. 650. In regard to the child "the court will not exchange a certainty for an uncertainty." *Drummond v. Ashton*, 8 W. N. C. (Pa.) 563; *Bryan v. Lyon*, 104 Ind. 227. In the case of illegitimate children the putative father has no right to custody as against the mother. *Pratt v. Nitz*, 48 Iowa 33; *People v. Kling*, 6 Barb. (N. Y.) 366.

INJUNCTION—AGREEMENT NOT TO OPPOSE.—*NATIONAL PHONOGRAPH CO. v. SCHLEGEL*, 117 FED. 624.—Complainant applied for a perpetual injunction and defendants signified in writing their consent to its issuance. The object of the transaction was to use the injunction to intimidate others in positions similar to that of the defendants. *Held*, that the writ should not issue.

In *American Co. v. Vail*, 15 Blatch. 315, apparently the only similar case on record, the injunction asked was granted, but with the specification that no judgment was passed on the merits of the controversy. The Supreme Court, in *Ford v. Teazie*, 8 How. 251, has ruled that a judgment in a suit at law where there is no real contest is a "nullity." The same principles apply still more strongly in the case of injunctions, which lie, not as of right, but in the discretion of the court; *Wormser v. Brown*, 149 N. Y. 163; *Story, Eq. Jur.*, 10th ed., 959a; and the use of which should be carefully guarded. *Atty.-Gen. v. Utica Ins. Co.*, 2 Johns. Ch. 370; *Story, Eq. Jur.*, 959b.

INJUNCTION—PICKETING.—*FOSTER ET AL. v. RETAIL CLERKS' PROTECTIVE ASS'N. ET AL.*, 78 N. Y. SUPP. 860.—Defendants, sympathizers with a labor union by design and agreement, distributed cards asking union men to keep away from the store of the plaintiffs and sought by picketing the vicinity to